



*Agreement of Cooperation N°

AGREEMENT OF COOPERATION

BETWEEN

**(UNIVERSIDAD DE CONCEPCIÓN)
V́ctor Lamas N° 1290, Concepción,
CHILE**

AND

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ON BEHALF OF THE DAVIS CAMPUS
One Shields Avenue
Davis, CA 95616
UNITED STATES OF AMERICA**

The Regents of the University of California, on behalf of the Davis Campus, and the Universidad de Concepción have entered into an Agreement of Cooperation in order to further the development of basic scientific and technological research, and graduate and undergraduate education at the two (2) Institutions. This general agreement between the two (2) institutions should be implemented by one or more Working Agreement(s) between subunits of the Institutions adopted as amendments to the Agreement of Cooperation.

AGREEMENT OF COOPERATION ENTERED INTO BY UNIVERSIDAD DE CONCEPCIÓN, HEREAFTER REFERRED TO AS UDEC, REPRESENTED BY SERGIO LAVANCHY MERINO, RECTOR OF THE UNIVERSIDAD DE CONCEPCIÓN AND BY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF THE DAVIS CAMPUS, HEREAFTER REFERRED TO AS UC DAVIS, REPRESENTED BY DR. LARRY N. VANDERHOEF, CHANCELLOR OF THE DAVIS CAMPUS.

* Number will be assigned by OVP after the Agreement has been executed.



DECLARATIONS

I. UDEC DECLARES:

- A.** The University of Concepcion is a non profit Corporation which has for fundamental object gives high level studies, training professionals and graduates, the scientific and technological research, the artistic creation and the academic and cultural diffusion.
- B.** The University of Concepcion was created by Supreme Decree N° 1038 of May 14, 1920 of the Department of Justice, and it is ruled by the regulations of the Organic Constitutional Law of Education and its laws.

II. UC DAVIS DECLARES:

- A.** That it is one of the ten campuses of the University of California, an institution created by the State of California in 1868 to impart higher education and to plan and carry out research programs for the purpose of the preservation and extension of knowledge, including the awarding of advanced degrees at the M.A., M.S., Ph.D., and professional level. It was created by the Organic Act of 1868, which established it with appropriate judicial and financial support at the State level, and as a Land Grant Institution of the United States under the Morrill Act of 1862. Its chief campus officer is the Chancellor.
- B.** That, in order to accomplish its mission, it is organized into the College of Agricultural and Environmental Sciences, the College of Engineering, the College of Letters and Science, the College of Biological Sciences, the Graduate School of Management, the School of Education, the School of Law, the School of Medicine, the School of Nursing, the School of Veterinary Medicine, Graduate Studies, UC Davis Extension, the Agricultural Experiment Station, and the Agricultural Cooperative Extension.

III. BOTH PARTIES DECLARE:

- A.** That the institutions are united by common interests and objectives in academic, scientific and cultural affairs;
- B.** That these institutions are the ones which, by reason of their essence, ends and objectives are called upon to establish channels of communication that will facilitate intellectual interaction;
- C.** That for the reasons above, the institutions believes it advantageous to promote their academic ties by entering into an academic, scientific and cultural Agreement of Cooperation;
- D.** That, because of mutual benefits to the institutions in the advancement of research and education through the scholarly educational, scientific, technological and cultural contributions of each, it is appropriate and advantageous to the institutions to enter into this Agreement of Cooperation.



CLAUSES

- I. The objective of this Agreement of Cooperation is to increase the academic, scientific and cultural relations between UDEC and UC Davis in identified areas where there is mutual interest in establishing Working Agreements.
- II. Under this Agreement of Cooperation, cooperative work may be undertaken by subunits of the institutions. A Working Agreement between the respective subunits may be executed as an amendment to this Agreement of Cooperation, and will include:
 - A. Designation of the participating institutional subunits (e.g. Colleges, Schools, Divisions, Departments and Programs);
 - B. Designation of one or more persons in each institution who will serve as program leader(s) for the Working Agreement; and
 - C. General description of the kinds of cooperative work and activities to be undertaken.
- III. For each Working Agreement, the program leaders will be responsible for developing an annual program plan, including a description of the work and activities to be undertaken and the financial arrangements to support them. The annual program plan will require approval by the chief administrative officer of each institution or the officer's designated representative.
- IV. The financial stipulations that will apply to the exchange of academic personnel are as follows:

In most circumstances, the institution of origin will be responsible for the international travel costs and living expenses incurred. However, all financial arrangements relating to such matters as travel expenses, health insurance, and tuition will be addressed in **Working** Agreements.
- V. Each institution will be responsible for maintaining a healthy and safe environment associated with its activities and within its own premises. The contact person from each institution shall provide the other institution with any information relating to health and safety that is requested by the other, and will advise the other of any significant or specific risks that could affect visiting professors and students. The contact person from each institution shall ensure that incoming professors and students from the other institution are provided with appropriate briefing and guidance regarding health and safety issues. Access to emergency medical care for researchers, teachers and students will be based on the health care programs available at the host institution. The cost of medical/health services will be the responsibility of the visiting researchers, teachers, graduate and undergraduate students through the home institution (see IX below).
- VI. Each institution will take steps to:
 - A. Publicize the opportunities available under this Agreement of Cooperation and promote the development of cooperation;



- B.** Assist its subunits, faculty, staff and students with the administrative details of interchange; and,
- C.** Establish a review process for approval and evaluation of programs.
- VII.** The institutions, under the auspices of this Agreement of Cooperation, may jointly sponsor conferences, short courses, regular courses, seminars and symposia, as well as exchange publications and other didactic and research materials.
- VIII.** The present Agreement of Cooperation is for four (4) years, and it or any of its parts may be modified or terminated by written consent of both parties who will comply with the obligations that might be in effect on the date of termination.
- IX.** Regularly employed personnel, while involved in this Agreement of Cooperation, remain subject to the rules and regulations of their own institution in all matters of employment, benefits, medical and life insurance, employee rights, etc.
- X.** The Agreement of Cooperation does not, in and of itself, obligate either UDEC or UC Davis to any financial expenditure not explicit in the above. Such obligations, if any, will be made as part of the Working Agreements and annual program plans that may be developed under this Agreement of Cooperation. Both parties hereby agree to comply with each and every obligation contained in this document and all those that might be in effect on the date of termination of the Agreement of Cooperation.

Having read the present Agreement of Cooperation, and being fully aware of the content and scope of each and every one of its clauses, the parties hereby affix their signatures to the present document.

UNIVERSIDAD DE CONCEPCION

By _____

SERGIO LAVANCHY MERINO
RECTOR

Date APRIL 22, 2009



THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By _____

LARRY N. VANDERHOEF
CHANCELLOR

Date _____